



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM _____
Finance LC

DA _____ MK

Risk Mgt. DE

HR N/A

Other N/A

STAFF REPORT

BOARD MEETING DATE: February 10, 2015

DATE: January 14, 2015

TO: Board of County Commissioners

FROM: Captain Heidi Howe, Detention Bureau 328-2962,
hhowe@washoecounty.us

THROUGH: Chuck Allen, Sheriff *C/O A. Howie for Sheriff Chuck Allen*

SUBJECT: Approve the award of Washoe County RFP #2915-15, on behalf of the Washoe County Sheriff's Office, to AlliedBarton Security Services for Courthouse Security Officer (CSO) Services to support the Washoe County court security system. If approved, authorize the Purchasing and Contracts Manager to execute the Courthouse Security Officer Services Agreement between AlliedBarton Security Services and Washoe County for the term of April 1, 2015 through March 31, 2017, retaining an option to renew for one additional year. Estimated annual contract value for CSO services is [\$751,404.02]. (All Commission Districts).

SUMMARY:

The Washoe County Sheriff's Office (WCSO) is requesting the award of a court security services contract to provide court security officers at the following sites:

- Second Judicial District Court located at 75 Court Street, Reno, NV;
- Mills Lane Complex located at 1 South Sierra Street, Reno, NV;
- Sparks Justice Court located at 1675 E, Prater Way, Ste 107, Sparks, NV;
- Jan Evans Juvenile Justice Center located at 650 Ferrari-McLeod Blvd.

Staffing and supervision of county employees required for Court Control (principal Court Security Dispatch Center for Washoe County Court Security and for Court Bailiffs is not included in the scope of the Court Security services contract) will remain under the control of the WCSO.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities

AGENDA ITEM # 13

PREVIOUS ACTION:

On January 10, 2012, the Board awarded Washoe County RFP #2800-12 for Court Security Officer (CSO) Services to Olympic Security in the approximate annual amount of \$885,000.00.

On November 8, 2011, the Board of County Commissioners approved the development and administration of a Request for Proposal to outsource court security services operation.

BACKGROUND:

Until 2012, Court security for Washoe County had traditionally been the responsibility of the Washoe County Sheriff's Office. Accordingly, a Court Security Division was maintained to keep the court staff, members of the public, and the building itself safe from any threats while treating patrons with courtesy and respect at all times.

Court security personnel interact with the public on a one-to-one basis by directing them through screening equipment that identifies any dangerous or improper items. Court security personnel are the "first line of defense" in identifying suspicious or dangerous individuals and/or material and preventing entry into the courthouses. In such instances, they are responsible for alerting law enforcement personnel to ensure the situation is handled properly and expeditiously. Court Security personnel must also be trained and maintain proficiency in CPR and other emergency first aid procedures since they are normally the first responders for any emergencies in the courthouse entrance areas.

This contract has now been put back out for RFP resulting in the receipt of six (6) proposals. A four-member evaluation team has selected AlliedBarton Security Services as the top ranked applicant and is recommending they be awarded the new contract. A copy of the combined score sheet and ranking order is available on request from the Washoe County Purchasing Office.

Responding Proposers:

AlliedBarton Security Services
1005 Terminal Way, Ste 246
Reno, NV 89502

Cypress Private Security
1455 E. Tropicana Ave, Ste 125
Las Vegas, NV 89119

G4S Secure Solutions (USA) Inc
1575 Delucchi Lane, Ste #116
Reno, NV 89502

Norton Consulting & Investigations LLC
8350 W. Sahara Avenue, Ste 150
Las Vegas NV 89117

Olympic Security Services, Inc
631 Strander Blvd, Suite "A"
Tukwila, WA 98188

U.S. Security Associates
200 Mansell Ct., Suite 500
Roswell, GA 30076

FISCAL IMPACT:

Funding for Courthouse Security Officer (CSO) Services expenditures are contained in cost center and general ledger account number 150900-710200 (Detention – Service Contracts) in the estimated annual amount of \$751,404.02. While hourly rates are fixed for the initial term of the agreement, actual cost may vary based on requirements for CSO services over the course of each year that the contract is in place.

RECOMMENDATION:

It is recommended that the Washoe County Board of County Commissioners approve the award of Washoe County RFP #2915-15, on behalf of the Washoe County Sheriff's Office, to AlliedBarton Security Services for Courthouse Security Officer (CSO) Services to support the Washoe County court security system. If approved, authorize the Purchasing and Contracts Manager to execute the Courthouse Security Officer Services Agreement between AlliedBarton Security Services and Washoe County for the term of April 1, 2015 through March 31, 2017, retaining an option to renew for one additional year. Estimated annual contract value for CSO services is [\$751,404.02].

POSSIBLE MOTION:

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the award of Washoe County RFP #2915-15, on behalf of the Washoe County Sheriff's Office, to AlliedBarton Security Services for Courthouse Security Officer (CSO) Services to support the Washoe County court security system. If approved, authorize the Purchasing and Contracts Manager to execute the Courthouse Security Officer Services Agreement between AlliedBarton Security Services and Washoe County for the term of April 1, 2015 through March 31, 2017, retaining an option to renew for one additional year. Estimated annual contract value for CSO services is [\$751,404.02].

COURTHOUSE SECURITY OFFICER SERVICES

THIS AGREEMENT is made between the County of Washoe ("County") and AlliedBarton Security Services, ("Contractor").

WITNESSETH

WHEREAS, the County requires that Courthouse Security Officer(s) (CSO) services be performed at the following facilities; and

WHEREAS, pursuant to the requirements identified in Request for Proposal (RFP) No. 2915-15, the Contractor has indicated they are qualified, experienced, ready, willing and able to provide such services with a minimum involvement of County:

Now therefore in consideration of the mutual covenants and promises set forth, the Parties to this Agreement agree as follows:

- Contractor agrees to provide CSO services as described in this Agreement and in RFP No. 2915-15 at the following locations (Court Control not included in required services), and such other locations as the County shall from time to time require. The days and hours of CSO services are subject to change with written notice and County reserves the right to add or delete services as may be required or desired by the County:

<u>Facility</u>	<u>Days</u>	<u>Schedule of Hours</u>	<u>Minimum Number of CSO's</u>
Second Judicial District Court 75 Court Street Reno, NV 89501	M – F	0645 – 0730	One (1)
		0730 – 1600	Three (3)*
		1600 – 2015	Two (2)*
	Sa. – Su.	0645 – 0730	One (1)
		0730 – 2015	Two (2)*
	Holidays	Closed	
M – F **	2015 – 0015	Two (2)*	

*One CSO must be female due to possible pat-downs of female visitors

**Days vary but maximum 10 times per year late nights for jury deliberations

Mills Lane Complex 1 South Sierra Street Reno, NV 89501	M – F	0645 – 0730	One (1)
		0730 – 0845	Four (4)*
		0845 – 1715	Six (6)*
	Sa. – Su.	Closed	
	Holidays	Closed	

*One CSO must be female due to possible pat-downs of female visitors

Sparks Justice Court 1675 East Prater Way #107 Sparks, NV 89434	Tu. – F Sa./Su./Mo. Holidays	0645 – 1715 Closed Closed	Two (2)*
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*One CSO must be female due to possible pat-downs of female visitors

Jan Evans Juvenile Justice Center 650 Ferrari-McLeod Blvd. Reno, NV 89512	M – F Sa. – Su. Holidays	0730 – 0845 0845 – 1600 1600 – 1715 Closed Closed	One (1) Two (2) One (1)
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This facility does not require one CSO to be female since other personnel resources are available

Special Events

Mills Lane Complex 1 South Sierra Street Reno, NV 89501	Saturday (maximum four per year) Example is November Adoption Day	0830 – 1330	Two (2)*
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*One CSO must be female due to possible pat-downs of female visitors

	M – F (once per year – crime victim night vigil)	1715 – 2100	Two (2)
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Second Judicial District Court 75 Court Street Reno, NV 89501	M – F (once per year for high profile cases requiring secondary screening)	0830 – 1700	Two (2)
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	M – F (once per year in front of Judge’s roll up door due to repair issue)	Five hours	One (1)
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Emergency Service (on request and with as little as a three (3) hour notice)

A minimum of one (1) CSO Supervisor will be required to oversee assigned CSO. The minimum number of hours for the CSO Supervisor is 45 hours per week.

Occasionally, there are requirements for CSO to provide service outside of normal hours (reporting as early as 0500 and staying as late as 0300) to accommodate construction work or other events. These requirements are considered outside the scope of this Agreement and will not be reimbursed by WCSO. However, Contractor may negotiate all service requirements determined to be outside the scope of this Agreement directly with the Public Works Department. The billable hourly rates provided in this Agreement would apply.

1. DURATION OF AGREEMENT

The County retains and engages Contractor to perform CSO services at the described buildings for an initial two (2) year period beginning April 1, 2015 through March 31, 2017. County retains the option to renew this Agreement for an additional one (1) year period based upon prior performance, negotiations of service delivery, and costs for subsequent extensions.

- a) Either party shall provide a ninety (90) day notice of non-renewal in writing to parties' designees, should renewal of this Agreement not be desired.

2. EMPLOYEMENT REQUIREMENTS

All persons employed by the Contractor who will be assigned CSO duties under this Contract shall have a minimum of one (1) year uniformed experience as a Security Officer, Police Officer, or member of the Military Police. All CSO's must be U.S. Citizens or otherwise be authorized to work and reside in the United States. Furthermore, all CSO's must be a minimum of twenty-one (21) years of age, be certified as drug-free (prior to assignment), possess a CPR and basic first aid certification, and be able to meet the essential job functions (social, cognitive, and physical) described in Appendix A.

3. RESPONSIBILITIES OF CONTRACTOR

For the period of this Agreement, Contractor shall be responsible to provide CSO services as described in this Agreement including the requirements of Appendix "A", "B", and the WCSO CSO Operations Manual (amended January 2012) which has been provided to the Contractor. The days and hours of CSO services are subject to change with written notice and County reserves the right to add or delete CSO services as may be required or desired by the County. In addition Contractor shall be responsible:

- a) To submit names and addresses of all employees who will perform CSO duties described in this Agreement either in an inspecting or supervisory capacity; and shall cause to be completed such questionnaire, fingerprint charts, and personal history statements as may be required to allow WCSO to conduct a comprehensive background investigation.
- b) To comply with all the requirements and covenants of the Nevada Revised Statutes and law enforcement regulations regarding CSO services, as well as all County

ordinances relating to the same.

- c) To provide full professional uniforms for their CSO similar to what existing CSO's are currently wearing to include: green pants (three each); tan long sleeve shirts (three each); tan short sleeve shirts (three each); green coat (one each); black pants belt (one each); black duty belt (one each) with minimum of five keepers one of which is a key keeper, radio holders, and a flashlight holder; black knit cap (one each), if armed a black holster (one each), a name tag, and a breast badge identifying them as a CSO of the Contractor's company. The uniform shall be worn in its entirety at all times when on duty for Washoe County. The Contractor shall be responsible for any CSO dry cleaning expenses as required by NRS 608.165.
- d) To provide and maintain in good working order a cell phone for their designated CSO Supervisor(s) and to pay all cell phone related expenses.
- e) To provide a computer generated and printed report a minimum of weekly during the life of the contract that will track employee's arrival and departure at the site, routine movements throughout the complex, and any problems that arise during the shift.
- f) To provide monthly, quarterly, and annual statistics for each work location to include the number of persons screened, the number of packages screened, the number of items confiscated (knives, sprays, firearms, and other contraband), any staffing shortages (comparison of actual staffing levels as compared to required minimum staffing levels identified in Section One (1) of this Agreement), and any other reportable items identified by WCSO.
- g) To purchase dosimetry badges in the amount which satisfies NRS. Contractor to pay for quarterly testing of dosimetry badges.
- h) To maintain a pool of trained CSO under contract and available locally to ensure coverage requirements for Washoe County at all times.
- i) To provide invoices to WCSO that contains the following supporting documentation: CSO names, dates of service, times of service, and specific location of service.
- j) To designate in writing a primary and alternate Point of Contact for all matters relating to this Agreement.
- k) To meet the insurance and indemnification requirements of Appendix "C".

4. WCSO RESPONSIBILITIES AND PRIVILEGES

- a) To complete a comprehensive background investigation at County's expense that may include drug testing for all contract employees. The WCSO shall have the sole discretion to determine security acceptability of all contract employees at any time during the contract period. Personnel found to be an unacceptable security risk in the sole judgment of the WCSO will be denied employment as a CSO. Whether an

individual is accepted or rejected, WCSO will not discuss or provide any background information. Past history does not necessarily preclude someone from employment as a CSO. Since background checks can take up to one (1) month to complete, WCSO will allow contract CSO to be provisionally hired based upon a successful “wants and warrants” check plus a successful “criminal history” check. Upon completion of the full background process, the Contractor will be notified of any provisional hires that have been found to be unacceptable and those affected will be immediately barred from any further CSO duties. If cleared through the background process, contract personnel shall be required to have on their person a WCSO provided contract identification card (also functions as a proximity card) at all times when working as a CSO. Inability of a person to work based on that individual’s background or security check or due to an individual’s lack of cooperation in those checks does not excuse the Contractor from fully complying with the other provisions of this Agreement.

- (1) Washoe County shall reserve the right to bar any contract employee from work as a CSO, if that individual is deemed to be objectionable to the County for any reason and at any time during the duration this Agreement.
 - (2) To have and exercise full and complete control over granting, denying, withholding or terminating clearances for Contractor's employees performing under the responsibilities of this Agreement. Employees whom the County deems careless, discourteous, or who do not meet standards required for security, or other reason, shall be prohibited from entering the building to perform work.
- b) To provide, maintain, and/or replace all required 800 MHz radios, batteries, and chargers required by CSO.
 - c) To provide all required door keys and proximity cards.
 - d) To provide rubber gloves, Lysol spray, and disinfectant wipes.
 - e) To provide, maintain, and/or replace all required screening equipment including Astrophysics package screening machines, walk-through magnetometers, and hand-held metal detectors (wands). The initial inventory available for use by the Contractor includes: District Court main entrance has one (1) package and two (2) walk-through machines, District Court Virginia Street entrance has one (1) package and one (1) walk-through machines, Mills Lane Complex has three (3) package and three (3) walk-through machines, Sparks Justice Court has one (1) package and two (2) walk-through machines, and Jan Evans has one (1) package and one (1) walk-through machines. There are a total of seven (7) Garrett wands located at the various courthouses.
 - f) To provide all required screening station furniture and other equipment such as podiums, canes, land-line phones, chairs, floor mats, cabinets, personal property containers and storage lockers, and lanyards to be worn when weapons are allowed into the courthouses. An office will be made available for use, if needed, by the

contract CSO Supervisor(s).

- g) To request replacement of any contract personnel deemed unable to carry out the responsibilities of this Agreement.
- h) To designate in writing a primary and alternate Point of Contact for all matters relating to this Agreement.
- i) To change or modify required CSO duties at any time, as may be deemed necessary or desirable, to meet the needs of the County.
- j) To provide initial orientation for all CSO within the first thirty (30) days of employment or sooner to allow a smooth transition at commencement of this Agreement and throughout the contract period. Orientation will include among other things a thorough understanding of Court Control and its relationship to the duties performed by CSO.
- k) WCSO reserves the right to ensure Contractor CSO are adequately trained in courthouse screening techniques by occasionally using test packages (boxes, attaché cases, purses, bags, etc.) or individuals with contraband to determine if contraband is detected. Every time contraband in a test package or on an individual goes undetected by CSO, the Contractor shall be fined \$500.00 and the affected CSO shall be required to undergo further documented training. The definition of contraband will be clearly defined by WCSO prior to commencement of this Agreement.

6. REQUIRED TRAINING

Contractor shall establish and administer a Field Training Program for all contract employees that incorporate the information delineated in the WCSO CSO Operations Manual (amended January 2012) and any other policies and procedures provided by the WCSO. This manual has been provided to the successful bidder and it includes “Post Orders” that highlight opening, closing, and daily shift procedures to properly administer CSO required duties associated with five (5) identified CSO posts. At the conclusion of the Field Training Program, and prior to assignment as a CSO, the Contractor shall require each employee to print an acknowledgement form and then sign their name indicating understanding and compliance. Each contract employee must also pass any practical training required by the Contractor or WCSO.

- a) To train CSO in proper use of all installed and portable screening equipment provided by the County to include start-up, emergency shutdown, troubleshooting, and preventative maintenance procedures. This information is available in the WCSO CSO Operations Manual.
- b) To provide general training for all CSO in human relations and conflict resolution of at least eight (8) hours prior to assignment as a CSO.
- c) To provide orientation for all CSO to individual Washoe County Courthouses

covered by this contract of at least eight (8) hours prior to assignment as a CSO.

- d) If required by WCSO, to provide training in tasers, handcuffs, pepper spray (O.C.), and/or a designated weapon for armed CSO services. Policies, procedures, equipment, and required training will be negotiated with WCSO prior to actual use of any of these items.
- e) To maintain CSO CPR and basic first aid certification in current status during the life of the contract and any extensions.
- f) Prior to commencing work under this contract, and on a recurring basis after providing the Contractor at least a seventy-two (72) hour notice, to provide WCSO copies of all CSO training and orientation records required by this contract for assignment to Washoe County Courthouses.

7. WRITTEN REPORTS

Contractor shall submit to the designated WCSO Point of Contact the following reports when applicable: Activity Reports, Damaged Property Reports, Injury Reports, Found Property Reports, and Crime Statements. These reports and/or statements are discussed in detail in the WCSO CSO Operations Manual (amended January 2012) which has been provided to the Contractor. Any required Crime Reports will be completed by the appropriate law enforcement agency.

8. HOURS OF SERVICE

County shall reserve the right to add to or delete from, the hours of service provided in Section one of this Agreement. If additional hours or CSO shall be required, the Contractor shall agree to furnish such coverage at the current contractual rates. Additional coverage will be required on an as-needed basis and the County shall provide a minimum of forty-eight (48) hours advance notification except for emergencies.

9. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

The Contractor shall have the status of an "Independent Contractor," and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of Washoe County. County and Contractor agrees to the following terms consistent with independent contractor status:

- a) Contractor has the right to perform services for others during the term of this Agreement.
- b) With the exception of the CSO Supervisor Office, Contractor shall not be assigned a work location on County premises.
- c) Contractor shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise, or pay any

assistants to help Contractor.

- d) The County shall not require Contractor to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- e) That Contractor is not an employee of the County, and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including but not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- f) That Contractor is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.
- g) Contractor 's business license number is: _____
Contractor shall be required to provide the County with their federal tax I.D. number or social security number in order to receive payment against this Agreement. Contractor understands that he/she is solely responsible, individually, for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that the County will file an IRS Form 1099 for all payments received.
- h) Contractor's State of Nevada Private Investigators Licensing Board License number:
License #421

10. CANCELLATION OF AGREEMENT

Either the County or the Contractor may cancel this Agreement without cause or penalty on ninety (90) days written notice to the other party of their intent to terminate the Agreement. The County shall further reserve the right to cancel this Agreement for cause, without prior notice and without penalty, charge or sanction to the County under the following circumstances:

- a) On evidence that Contractor fails to commence the work as required by this Agreement within the time specified in the Notice to Proceed, or
- b) On evidence that Contractor discontinues the prosecution of the work or fails to resume work which has been discontinued within ten (10) business days after notice to do so, or
- c) On evidence that Contractor shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the Contractor, or on evidence of any other indication that the financial or legal situation of the Contractor shall preclude the ability of the Contractor to continue to operate successfully, or
- d) Upon notification of delinquency or cancellation of any required insurance coverage's held by Contractor, or

- e) On evidence that Contractor allows any final judgment to stand against him unsatisfied for a period of five (5) days, or
- f) On evidence that Contractor has come under criminal indictment. If an individual attorney(s) of the Contractor comes under criminal indictment, they shall be precluded from performing under this Agreement, and
- g) On evidence that Contractor fails to detect contraband in a test package or on an individual three (3) times or more in any six (6) consecutive month period.

11. CONDITIONS LEADING TO CONTRACT DEFICIENCY NOTIFICATIONS AND POSSIBLE TERMINATION OF CONTRACT

- a) On evidence that Contractor fails to perform the work required by this Agreement with sufficient personnel and/or equipment to assure services as per this Agreement. Section One (1) provides the minimum CSO staffing levels. A staffing shortage “incident” will occur whenever CSO are understaffed at any courthouse site by one (1) CSO over any eight (8) hour time period or by two (2) CSO over any four (4) hour time period. Three (3) or more “incidents” in any thirty (30) day period will result in a corrective action letter, or
- b) On evidence that Contractor fails to provide copies of applicable CSO training and orientation records or provides, in the opinion of the County, insufficient records when provided with a seventy-two (72) hour notification by the County, or
- c) On the evidence, in the opinion of County, of failure of Contractor to perform the work suitably (e.g. acceptable to the County) or neglects or refuses to perform such work as may be rejected as unacceptable or unsuitable, and
- d) On evidence that the Contractor fails to perform, keep, or observe any and all of the terms contained in this Agreement.

If the Contractor or surety, within a period of ten (10) working days after receiving a contract deficiency notice, fails to provide the County an adequate explanation and/or acceptable corrective action, the County shall deem the Contractor in default. In case of Contractor default, the County may procure CSO services from another source and hold the defaulting Contractor responsible for any excess cost occasioned thereby, assess a penalty equal to five (5) percent of the total bid price, commence with proceedings against any surety and/or performance bond held in conjunction with the bid, debar the Contractor for a period of not less than one (1) year or more than five (5) years, and/or pursue other applicable legal remedies.

12. FUNDING-OUT CLAUSE

The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this

Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the County.

13. TRANSFER OF OWNERSHIP, CHANGE OF NAME, CHANGE IN PRINCIPLES

Contractor hereby agrees that, prior to any sale, transfer, business name change, change in principles, assignment or any other occurrence that alters this Agreement in any way between the Contractor and the County, they shall notify the County's Purchasing and Contracts Manager of their intent to make said change.

14. COMPENSATION AND TIME OF PAYMENT

The County agrees to pay Contractor the sum of \$22.40 per hour for unarmed CSO regular hours, the sum of \$22.40 per hour for unarmed CSO weekend, early (prior to 0645) or late (after 2015) hours of service, the sum of \$33.60 per hour for unarmed CSO County-observed holiday hours when services shall be required; the sum of \$22.90 per hour for armed CSO regular hours, the sum of \$22.90 per hour for armed CSO weekend, early (prior to 0645) or late (after 2015) hours of service, the sum of \$34.35 per hour for armed CSO County-observed holiday hours when services shall be required; the sum of \$25.20 per hour for armed CSO Supervisor regular hours, the sum of \$25.20 per hour for CSO Supervisor early (prior to 0645) or late (after 2015) hours of service, and the sum of \$34.35 per hour for armed CSO Supervisor County-observed holiday hours when services shall be required. All Contractor invoices must be accompanied by detailed documentation to include CSO names, hours of service, agreed upon billable hourly rates, dates of service, and location of service. The annual contract cost for the initial two year period is estimated at \$751,404.02 (Bid Item #1 without armed CSO) or \$757,852.02 (Bid Item #2 with armed CSO). Compensation is payable in the month following performance of each monthly increment of this Agreement. WCSO will reconcile the billing process annually on a fiscal year basis. County shall not render payment in advance of services performed. Billable hourly rates will remain firm for the duration of the initial two (2) year contract period. For the renewal period, billable hourly rates must be presented in writing to the Purchasing and Contracts Manager at least forty-five (45) days prior to the expiration of the two (2) year contract period, and shall provide documentation for the need for any such increase, which is subject to the sole approval of the County.

- a) Any staffing shortage "incident" as defined by Section 11(a) and as documented on the required monthly statistical reports per Section 4(f), will result in liquidated damages. Liquidated damages as determined by the agreed billable hourly amount for CSO or CSO Supervisor times the number of hours understaffed shall be deducted from the amount owed by the County to the Contractor the following month.

15. INTEGRATION

This Agreement shall incorporate the original proposal as awarded, a resulting purchase order, Appendix "A" (CSO Essential Job Functions), Appendix "B" (Typical CSO Duties), Appendix "C" (Insurance and Indemnification Requirements), and the WCSO CSO Operations Manual (amended January 2012) which has been provided to the

successful bidder and represents the entire understanding between the parties. To be effective, any amendments to this Agreement shall be agreed upon in writing between the County and Contractor, and witnessed by signatures of same.

16. ASSIGNMENT

No assignment of this Agreement shall be allowed, including the right to receive payment, without the express written permission of the Washoe County Purchasing and Contracts Manager or designee.

17. SEVERABILITY

It is expressly understood and agreed by the parties hereto that in the event any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of the term, covenant or condition shall in no way affect any other term, covenant or condition; provided, however, that the invalidity of such term, covenant or condition does not materially prejudice either County or Contractor in their respective rights and obligations contained in the valid terms, covenants or conditions of this Agreement.

18. NONDISCRIMINATION

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreements shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the successful bidder shall constitute a material breach of contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

19. TRANSFER OF OWNERSHIP

The Contractor agrees that, prior to any sale, transfer, business name change, change in principals, assignment, or any other occurrence that alters a resulting agreement in any way; they will notify the WCSO of their intent to make said change.

20. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS

Contractor shall at all times agree to be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

21. AUDITING

The Contractor agrees to maintain financial and training records pertaining to all CSO matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to a resulting agreement for a period of three (3) years after completion of the Agreement and any subsequent extensions. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Contractor goes out of

existence, the Contractor shall turn over to the County all of its applicable CSO financial and training records relative to this Agreement to be retained by the County for the required period of time.

a) The Contractor agrees to permit the County or the County's designated representative(s), upon a minimum of seventy-two (72) hours written notification, to inspect and audit the CSO financial or training records relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy/or transcribe any information that the County desires. Any cost of auditing is the responsibility of the Contractor.

22. GOVERNING LAW

The laws of the State of Nevada shall govern this Agreement executed between the Contractor and Washoe County. Further, the place of performance and transaction of business shall be deemed to be in Washoe County, Nevada, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Nevada, and more specifically Washoe County, Nevada.

23. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Contractor shall be addressed to: AlliedBarton Security Services
Attn: Steve McCoy
1005 Terminal Way, Ste 246
Reno, Nevada 89502

Notice to County shall be addressed to: Washoe County Purchasing
C/O Purchasing & Contracts Manager
P.O. Box 11130
Reno, NV 89520

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

BOARD OF COUNTY COMMISSIONERS

By: _____
M. L. Sullens, C.P.M.
Purchasing & Contracts Manager

Date: _____

Contractor:
By: _____
Title: _____
Date: _____

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____
2015 by _____.

NOTARY

APPENDIX "A"
CSO ESSENTIAL JOB FUNCTIONS

The following are general tasks performed as a CSO. The time-spent column provides the supervisor's best estimate of the percent of the time spent performing each task listed.

Tasks	Time Spent	Abilities needed for task
<p>Note: all tasks listed below require the ability to work a regular full time forty (40) hour work schedule.</p> <p>1 Generating Reports:</p> <ul style="list-style-type: none"> - Interview members of the public and victims of crimes - Initiate, review, distribute, and process many types of documents and forms - Data Entry - Type detailed narratives - Research NRS and County Codes - Maintain weekly/monthly logs for statistical purposes 	5%	<p>Social: Ability to establish and maintain effective working relations with co-workers, other agencies' employees, and supervisors. Ability to gather information and interact face to face - verbally, telephonically, in writing and on the radio with citizens and Sheriff's Office employees. Ability to gather confidential information from citizens and co-workers. Develop immediate interaction with victims in order to obtain confidential information and transfer accurate information into detailed crime reports. Ability to personally handle conflict and individuals of all ages in crises situations. Ability to analyze situations and associated data, generate reports, make notifications using data and information collected.</p> <p>Cognitive: Ability to interpret and read written documents from citizens, county departments, and other police agencies. Skill in logical thinking, problem solving, researching, reading, writing, intent listening, and organizing thoughts. Work independently in hectic office setting with public counter, while able to multitask in stressful situations. Continuously monitor one radio frequency and multi-line telephones.</p> <p>Physical: Fine motor skills to find and enter information via computer keyboard, operate photocopiers, printers, fax machines, radios, cell phones, multi-line office phones, and police vehicles. Ability to lift 50 pounds. Ability to promptly report for shift work in order to relieve co-workers and to work a full-time (40 hours per week) position, plus overtime as required. Ability to hear and discern voice inflection and tone of citizens, co-workers, and supervisors in person, over radios, cell phones, and multi-line office phones.</p>

Tasks	Time Spent	Abilities needed for task
<p>Note: all tasks listed below require the ability to work a regular full time forty (40) hour work schedule.</p> <p>2. Assist the public:</p> <ul style="list-style-type: none"> - Answer wide range of questions from diverse socio-economic backgrounds - Give detailed directions - Refer public to appropriate staff or agencies - Provide lobby and parking lot security and insure safety of citizens, employees, and co-workers - Oversee potentially volatile child exchanges in the front lobby and be prepared to request assistance - Answer phones, route calls and direct traffic in the lobby as you are the reception area for the entire Sheriff's Office - Receive and process mail and special deliveries from several sources to include hazardous materials - Callout staff for shift coverage - Coordinate emergency services in natural disasters and states of emergency - Take charge in crises situations - Work independently and alone at both inside and outside assignments - Follow voice commands during emergent and tense situations - Develop working knowledge of policies and procedures for several areas of the Sheriff's Office and basic knowledge of other local agencies 	30%	<p>Social: Ability to establish and maintain effective working relations with co-workers, other agencies' employees, and supervisors. Ability to gather information and interact in person - face to face, verbally, telephonically, in writing and on the radio with citizens, coworkers, dispatchers. Ability to gather confidential information from citizens and co-workers. Ability to remain calm and control stressful situations. Develop immediate interaction with citizens that approach the entrances looking for assistance with a wide range of situations. Show empathy when appropriate. Ability to personally handle conflict and individuals of all ages in crises situations. Ability to analyze situations and associated data, generate reports, make notifications using data and information collected.</p> <p>Cognitive: Ability to analyze situations and associated data, generate reports, make notifications using data and information collected. Ability to follow established procedures and verify information. Develop personal resource information manual and notes to enable an immediate reaction when necessary. Skill in logical thinking, problem solving, researching, reading, writing, intent listening, and organizing thoughts. Work independently in hectic office setting with public counter, while able to multitask in stressful situations. Continuously monitor one radio frequency and multi-line telephones.</p> <p>Physical: Fine motor skills to find and enter information via computer keyboard, operate photocopiers, printers, fax machines, radios, cell phones, and multi-line office phones. Ability to lift 50 pounds. Ability to promptly report for shift work in order to relieve co-workers and to work a full-time (40 hours per week) position, plus overtime as required. Ability to hear and discern voice inflection and tone of citizens, co-workers, and supervisors in person, over radios, cell phones, and multi-line office phones.</p>

Tasks	Time Spent	Abilities needed for task
<p>Note: all tasks listed below require the ability to work a regular full time forty (40) hour work schedule.</p> <p>3. Security Screening of Public and Employees:</p> <ul style="list-style-type: none"> - Interact with public - Ability to operate X-Ray Machine - Ability to visually detect contraband items on security monitors - Be aware of surroundings by visual and auditory senses - Ability to lift items or packages weighing up to 50 pounds - Ability to stand for a majority of the shift (7 to 9 hours per day). - Answer and relay critical and confidential information by radio or telephone - Follow voice commands during emergent and tense situations - Work independently and alone at both inside and outside assignments - Basic computer knowledge - Develop working knowledge of policies and procedures for several areas of the Sheriff's Office and basic knowledge of other local agencies 	50%	<p>Social: Ability to establish and maintain effective working relations with co-workers, other agency employees, and supervisors. Interact face to face - verbally, telephonically, in writing and on the radio with citizens and Sheriff's Office employees. Ability to gather confidential information from citizens and co-workers. Develop immediate interaction with victims in order to obtain confidential information and transfer accurate information into detailed crime reports. Ability to personally handle conflict and individuals of all ages in crises situations.</p> <p>Cognitive: Ability to interpret and read written documents from citizens, county departments, and other police agencies. Skill in logical thinking, problem solving, researching, reading, writing, intent listening, and organizing thoughts. Work independently from police vehicles in hectic setting with public, while able to multitask in stressful situations. Interact with two dispatch centers and take voice commands via radios and cell phones. Continuously monitoring two radio frequencies, cell phones and in-car computers. Ability to analyze situations and associated data, generate reports, make notifications using data and information collected. Ability to follow established procedures and verify information. Develop personal resource information manual and notes to enable an immediate reaction when necessary.</p> <p>Physical: Fine motor skills to find and enter information via computer keyboard, operate photocopiers, printers, fax machines, radios, and cell phones. Ability to lift 50 pounds. Ability to promptly report for shift work in order to relieve co-workers and to work a full-time (40 hours per week) position, plus overtime as required. Ability to hear and discern voice inflection and tone of citizens, co-workers, and supervisors in person, over radios, cell phones, and multi-line office phones.</p>

Tasks	Time Spent	Abilities needed for task
<p>Note: all tasks listed below require the ability to work a regular full time forty (40) hour work schedule.</p> <p>4. Inner and Outer Perimeter and Security Checks / Alarm Response / Court Control:</p> <ul style="list-style-type: none"> - Ability to walk perimeters of Court Complex buildings (approximately 2 square blocks) 3 – 4 times per shift in all types of weather. - Ability to operate hand held magnetometer (involves bending at the waist and kneeling) - Respond to audible alarms and take appropriate action including notification via radio or telephone - Ability to communicate with diverse group of people - Ability to escort other emergency response personnel either by verbal instructions or physically directing to a location (may include walking up several flights of stairs). - Ability to stand for long periods of time (7 to 9 hours). - Ability to listen and communicate in a calm, effective manner at all times. 	15%	<p>Social: Interact verbally, telephonically, in writing and on the radio with coworkers, the general public, and other agencies' employees. Ability to gather confidential information from citizens and co-workers.</p> <p>Cognitive: Ability to follow established procedures and verify detailed information</p> <p>Physical: Fine motor skills to find and enter information via computer keyboard, operate photocopiers, printers, fax machines, radios, cell phones, and multi-line office phones. Ability to lift 50 pounds. Ability to promptly report for shift work in order to relieve co-workers and to work a full-time (40 hours per week) position, plus overtime as required. Ability to hear and discern voice inflection and tone of citizens, co-workers, and supervisors in person, over radios, cell phones, and multi-line office phones. Ability to stand for long periods (7 to 9 hours).</p>

APPENDIX "B"
TYPICAL CSO DUTIES

LISTED IN DESCENDING ORDER BASED ON AMOUNT OF DAILY TIME SPENT

Second Judicial District Court

- 1) Screening to include pat search, using hand wand, inspection of bags, boxes, strollers, and all items placed on conveyor belt to be x-rayed.
- 2) Provide information to the public, employees, and law enforcement.
- 3) Escorting Nevada State Prison and other correctional institutes with prisoners to and from garage to department holding cells.
- 4) Perimeter and alarm checks.
- 5) Opening and closing procedures.
- 6) Locking up and releasing contraband items.
- 7) Supervise signing in of law enforcement.
- 8) Answering phones.
- 9) Other miscellaneous tasks (see Appendix "A")

Mills Lane Complex

- 1) Screening to include pat search, using hand wand, inspection of bags, boxes, strollers, and all items placed on conveyor belt to be x-rayed.
- 2) Provide information to the public, employees, and law enforcement.
- 3) Opening and closing procedures.
- 4) Locking up and releasing contraband items.
- 5) Perimeter and alarm checks.
- 6) Other miscellaneous tasks (see Appendix "A")

Sparks Justice Court

- 1) Screening to include pat search, using hand wand, inspection of bags, boxes, strollers, and all items placed on conveyor belt to be x-rayed.
- 2) Provide information to the public, employees, and law enforcement.
- 3) Locking up and releasing contraband items.
- 4) Posting bulletins
- 5) Supervise signing in of law enforcement.
- 6) Answering phones.
- 7) Other miscellaneous tasks (see Appendix "A")

Jan Evans Juvenile Justice Center

- 1) Screening to include pat search, using hand wand, inspection of bags, boxes, strollers, and all items placed on conveyor belt to be x-rayed.
- 2) Provide information to the public, employees, and law enforcement.
- 3) Locking up and releasing contraband items.
- 4) Opening and closing procedures.
- 5) Supervise signing in of law enforcement.
- 6) Answering phones.
- 7) Other miscellaneous tasks (see Appendix "A")

APPENDIX "C"
INSURANCE AND INDEMNIFICATION REQUIREMENTS

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the solely negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE (Workers' Compensation)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as additional insureds as respects: any loss or liability arising out of activities performed by or on behalf of CONTRACTOR resulting in a claim, demand, suit, action or cause of action based on bodily injury, including death or property damage.
2. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. CONTRACTOR shall comply with reporting provisions of the policies.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the

approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

All Subcontractors shall include CONTRACTOR as additional insureds under their policies. All coverages for CONTRACTOR by Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by a breach of a duty owed (whether in contract or tort) to the COUNTY by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. The Minimum Limits of Insurance herein shall not be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof; provided that COUNTY shall pay CONTRACTOR all amounts due under this Agreement up until the time COUNTY delivers the notice of its intent to stop work or withhold payment;
 - b. Terminate the Agreement seven (7) calendar days after COUNTY has delivered written notice to CONTRACTOR of the alleged breach of this Appendix "C" if CONTRACTOR has not cured the default within said seven (7) calendar days.